

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION
2007 JAN -3 A 9 40

ANGELA DENISE NAILS,

Plaintiff,

CENTURYTEL PHONE COMPANY,

Defendant,

Case No.

1:07CV00005-MEF

COMPLAINT LONG DISTNACE
SERVICE DISCONNENTION

The case follows under the jurisdiction Article III Section 2a Constitutional law.

Subject matter question controversy of \$ 1,000.000.00 The defendant is incorporated in the state of Alabama. The plaintiff is a resident living in the state of Alabama. Subject matter question the defendant has disconnects the plaintiff long distance service and can not disconnect service. The defendant blocked the service of the plaintiff long distance November 2005. The plaintiff dose not have long distance services now. The plaintiff who services follows under guidelines of the tariff rule for telephone services. Rule T-18 section (J)(2)(a) The provider shall:

Ensure, by contract or tariff, that it's subscribers 800 and 950 access is not blocked.

800 and 950 access requires that a 1 access is dialed then 800 or the 950 are dialed before the calls will go threw to the telephone number. Since the local service in Dothan, Alabama has blocked the service from the telephone line of the plaintiff the has no access to making any 1-950 calls because of the long distance block on the plaintiff telephone line. T-18 also requires the plaintiff long distance service being blocked to make a complaint stating long distance services is blocked or disconnected. The plaintiff can not dial out to the operator as the plaintiff should be able to. T-18 N(1) callers shall have access to a live operator at all times. The plaintiff dose not have the access.

T-18-1 Prepaid because the tariff requires information to be presented for prepaid cards. Such information is also required for prepaid cards not brought threw the local telephone company. The defendant could use the same defense for other calling cards brought outside the local telephone company. The plaintiff has purchased prepaid cards and are the same cartrestricts as the guidelines as T-18-1. The total cost of the prepaid cards are \$147.00 for \$,\$2,\$5 prepaid cards. The purchase of the prepaid cards from May 6, 2006 September 10, 2006. Additional prepaid cards have not been purchased from the date of the civil action. The plaintiff will keep other prepaid cards after the date of September 10, 2006.


period of time the plaintiff long-distance service has not be operating on the plaintiff telephone line. November 2005 till the present.

*The plaintiff is demanding \$400,000.000 **FOUR HOUNDRED THOUDSAND DOLLAR** because the plaintiff has had a hardship because of the long distance disconnection/ block not being on the plaintiff telephone. The plaintiff has used unnecessary gas and miles to purchase prepaid cards. Other hardship is the fact that the plaintiff is spending more money for prepaid cards. The plaintiff would pay \$14.95 per month for long distance service. \$59.85 is what it would cost the plaintiff for the 4 months the plaintiff could have paid for long distance service if the local telephone company did not disconnect/ block the plaintiff long distance telephone service. Other charges remaining have been paid December 2006. Plaintiff long distance service was never to be disconnected or blocked because of the telephone company tariff rules. Services were paid because of the complaining from the defendant and treats that the plaintiff service would never be restored without full payment. Service is restored as of now. Complaint mail to Legal department 100 Centurytel Drive Monroe, LA 71203.*

The plaintiff is entitled to relief under the tariff rules of the telephone companies for the state of Alabama.

*The plaintiff is suing for cost of prepaid cards of \$147.00. And any other prepaid cards purchased after September 10, 2006. The plaintiff damages for Mental Anguish and stress because of the number of calls made to Centurytel Telephone Company to talk to the operators about reconnecting service and removing the late fees form the long distance telephone calls. Repeated calls backs expected from Centurytel Telephone Company that the plaintiff never did receive the plaintiff repeatedly trying to contact Centurytel Telephone Company about issues of telephone services including repair call issues that were never resolved. Centurytel Telephone Company removed repair services without the plaintiff permission. Because of these issues the plaintiff is demanding damages of \$1,000,000.00 **ONE MILLION DOLLARS.***

*The plaintiff is demanding \$500,000.00 **A HALF OF ONE MILLION DOLLARS** for the harassment of the Centurytel Telephone Company. The plaintiff telephone service blocked/ disconnected. The responsibility of Centrytel Telephone Company knowing the tariff rules and not using the rules because of spite to the plaintiff. The long*


ANGELA DENISE NAILS

PRO SE ATTORNEY